## EVERYCALL COMMUNICATIONS, INC.

## **ALL AMERICAN WIRELESS**

## LIFELINE PROGRAM TERMS & CONDITIONS

- **1. Agreement to Terms & Conditions.** These Lifeline Program Terms & Conditions, apply to the ALL AMERICAN WIRELESS Lifeline Program. In interpreting these Terms & Conditions, ALL AMERICAN WIRELESS Lifeline plans shall be treated as prepaid Services. By using your ALL AMERICAN WIRELESS Lifeline Program plan or phone, you accept these Terms & Conditions.
- **2. Plan Options.** You understand and agree that ALL AMERICAN WIRELESS may change the ALL AMERICAN WIRELESS Lifeline Program plans (including any rates and fees) at anytime by updating plan information on its website. If you change your choice of plans, your changes will not be effective until the subsequent month.
- **3. Government Subsidized.** The ALL AMERICAN WIRELESS Lifeline Program is supported by subsidies from state and federal governments including the Federal Universal Service Fund program. You acknowledge and agree that ALL AMERICAN WIRELESS may immediately modify or terminate the ALL AMERICAN WIRELESS Lifeline Program in the event that there are any changes to the applicable governmental programs and subsidies.
- **4. Program Availability.** The ALL AMERICAN WIRELESS Lifeline Program is only available in areas where ALL AMERICAN WIRELESS has been authorized by the applicable state and/or federal agency. To enroll in the ALL AMERICAN WIRELESS Lifeline Program, your principal residence address must be within an authorized area.
- **5. Customer Eligibility.** To be eligible for the ALL AMERICAN WIRELESS Lifeline Program, you must meet the applicable eligibility standards in effect at the time of application (i.e. based upon your household income or your enrollment in a qualifying social welfare program), and the ALL AMERICAN WIRELESS Lifeline Program account must be in your name. You are responsible for notifying ALL AMERICAN WIRELESS if you no longer meet the applicable eligibility standards for the ALL AMERICAN WIRELESS Lifeline Program within five (5) days of becoming aware of such ineligibility. In the event ALL AMERICAN WIRELESS determines that you are no longer eligible for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS will notify you that your service will be discontinued thirty (30) days after you are provided notice unless you contact ALL AMERICAN WIRELESS within that timeframe to notify ALL AMERICAN WIRELESS that it is in error. You will then have thirty (30) additional days to submit evidence that you still meet the applicable ALL AMERICAN WIRELESS Lifeline Program requirements. If you advise ALL AMERICAN WIRELESS that you no longer qualify for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS will deactivate your ALL AMERICAN WIRELESS Lifeline Program service.

- **6. Enrollment Form.** To receive a phone and service under the ALL AMERICAN WIRELESS Lifeline Program, you must complete the applicable Enrollment Form and self-certify your eligibility in writing under penalty of perjury. If you seek to qualify for the ALL AMERICAN WIRELESS Lifeline Program under the income eligibility standards, you are required to provide written documentation of your household income. You may also be required, from time to time, to provide ALL AMERICAN WIRELESS written documentation of your household income and/or participation in a qualifying federal or state program. You acknowledge and agree that ALL AMERICAN WIRELESS shall retain all such customer certifications and documentation in order to furnish proof of customer eligibility as may be required by applicable law. Further, by completing an Enrollment Form, you consent to the release of your customer information (including financial information) to governing state and federal agencies. This consent survives any termination of your ALL AMERICAN WIRELESS Lifeline Program enrollment.
- 7. Acceptance of Customer Enrollment. Your submission of an Enrollment Form does not constitute automatic enrollment in the ALL AMERICAN WIRELESS Lifeline Program. ALL AMERICAN WIRELESS has the right, in its sole discretion, to reject any Enrollment Form and/or to review your eligibility status at any time. If you are no longer eligible for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS may terminate your account and/or change your rate plan to the most favorable rate plan for which you are eligible without prior notice to you. If you misrepresent your eligibility for the ALL AMERICAN WIRELESS Lifeline Program, you agree to pay us the additional amount you would have been charged under the most favorable rate plan for which you are eligible. Further, you acknowledge and agree that ALL AMERICAN WIRELESS Lifeline Program enrollment and acceptance may be limited by ALL AMERICAN WIRELESS's inventory of ALL AMERICAN WIRELESS Lifeline Program phones.
- 8. Mobile Phone for the ALL AMERICAN WIRELESS Lifeline Program. If ALL AMERICAN WIRELESS accepts your enrollment, you will be required to purchase an ALL AMERICAN WIRELESS Lifeline Program phone that is selected by ALL AMERICAN WIRELESS. Contact ALL AMERICAN WIRELESS customer service to purchase an upgraded phone. If you lose or damage your ALL AMERICAN WIRELESS Lifeline Program phone, contact ALL AMERICAN WIRELESS customer service for replacement phone options and pricing. ALL AMERICAN WIRELESS Lifeline phones are provided "as is" and without warranty.
- **9. Maximum of One Lifeline Account per Household.** You may only receive one Lifeline supported telephone line, be it wireline or wireless, per household. If you or any member of your household receives a Lifeline supported telephone line from any other telephone company at the time of your enrollment, you are obligated to notify your current service provider that you are now on the ALL AMERICAN WIRELESS Lifeline Program. Failure to comply with this requirement is a material breach of these Terms & Conditions and may result in your immediate de-enrollment from the ALL AMERICAN WIRELESS Lifeline Program.

- **10. Annual Verification Requirement.** To remain eligible for the ALL AMERICAN WIRELESS Lifeline Program, you must complete an annual written verification within sixty (60) days of every anniversary of your initial enrollment in the ALL AMERICAN WIRELESS Lifeline Program or you will be de-enrolled.
- **11. Change of Address.** If you move, you agree to notify ALL AMERICAN WIRELESS within 30 days.
- **12. Non-transferrable.** Your ALL AMERICAN WIRELESS Lifeline Program phone and service are non-transferrable. You agree not to give away, resell, or offer to resell them.
- **13. Blocked Services.** ALL AMERICAN WIRELESS reserves the right to block calls and services that are not subsidized by the applicable government programs and/or that are not prepaid for by you. Unauthorized manipulation, modification, adjustment, or repair made to your phone to allow the making of blocked calls shall constitute a violation of these Terms & Conditions.
- **14. Rollover.** Unless required by applicable law, unused minutes will not be rolled over to subsequent months. Contact ALL AMERICAN WIRELESS customer service for details.
- **15. Termination for Non-Usage.** In the event that you do not use your ALL AMERICAN WIRELESS Lifeline Program phone for sixty (60) days, ALL AMERICAN WIRELESS will deenroll you from the ALL AMERICAN WIRELESS Lifeline Program.
- **16. Termination for Breach.** In the event that you breach these Terms & Conditions, ALL AMERICAN WIRELESS reserves the right to immediately de-enroll you from the ALL AMERICAN WIRELESS Lifeline Program.
- **17. Discontinuation of the ALL AMERICAN WIRELESS Lifeline Program.** ALL AMERICAN WIRELESS reserves the right to discontinue its Lifeline Program at anytime upon prior notice to you.
- **18. Returns.** You may cancel your ALL AMERICAN WIRELESS Lifeline Program enrollment by returning your phone and calling customer service to de-enroll within fifteen (15) days of receiving your ALL AMERICAN WIRELESS Lifeline Program phone. Upon de-enrolling, you will not receive any refund.
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